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ENVIRONMENTAL RESEARCH CENTER, INC.
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10
11 ENVIRONMENTAL RESEARCH CENTER,)
12 INC., a non-profit California corporation,)

13 Plaintiff,)

14 v.)

15 BEACHBODY, LLC, and PRODUCT)
16 PARTNERS, LLC,)

17 Defendants.)
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Case No. BC509900

Hon. Richard Fruin

**[PROPOSED] STIPULATED
CONSENT JUDGMENT**

Dept: 15

Date: 8/5/13

Time: 8:30 a.m.

1 **1. INTRODUCTION**

2 **1.1** Plaintiff Environmental Research Center, Inc. (“ERC”), a non-profit corporation, as
3 a private enforcer, and in the public interest, initiated this action by filing a Complaint for Injunctive
4 and Declaratory relief and Civil Penalties pursuant to the provisions of California Health & Safety
5 Code Section 25249.5 et seq. (“Proposition 65”), against Beachbody, LLC, formerly known as
6 Product Partners, LLC (collectively “Defendant” or “Beachbody”). ERC and Defendant shall
7 sometimes be referred to individually as a “Party” or collectively as the “Parties.”

8 **1.2** The Complaint is based on allegations contained in ERC’s 60-day Notices of
9 Violation dated August 17, 2010, December 19, 2011, and June 19, 2012 that were served on
10 Defendant, the California Attorney General, and other statutorily required public enforcers. True
11 and correct copies of these Notices are attached hereto as Exhibit A. More than 60 days have
12 passed since the Notices were served and no public enforcer has filed a complaint or diligently
13 prosecuted an action against Defendant with regard to the alleged violations in the Notices. In this
14 action, ERC alleges that the products identified in the Notices manufactured, distributed and/or sold
15 by Defendant in California contain lead, a chemical listed under Proposition 65 as a carcinogen and
16 reproductive toxin, and that such products expose California consumers to lead at a level requiring a
17 Proposition 65 warning. The following specific Beachbody products were identified in the Notices
18 as allegedly violating Proposition 65: Shakeology Greenberry, Nutritionals ActiVit Metabolism
19 Formula Core Nutrition, Nutritionals Performance Formula Performance Nutrition, Shakeology
20 Chocolate, The Ultimate Reset Complete Kit, The Ultimate Reset Maintenance Kit HD, Ultimate
21 Vegan Shakeology Tropical Strawberry and Ultimate Reset Detox (the “Covered Products”).

22 **1.3** In further resolution of ERC’s claims, Defendant agrees to provide ERC with
23 information sufficient to permit the issuance of a supplemental 60-day notice, and within 10 days of the
24 receipt of such information from Defendant, ERC agrees to issue a supplemental 60-Day Notice under
25 Proposition 65 (the “Supplemental Notice”) identifying the following additional Beachbody products
26 allegedly causing an exposure to lead in violation of Proposition 65 that were manufactured, distributed
27 and/or sold by Defendant in California without a Proposition 65 warning. The additional Beachbody
28 products subject to ERC’s Supplemental Notice are: P90X Café Mocha Protein Bar, P90X Chocolate

1 Fudge Protein Bar, P90X Chocolate Peanut Butter Protein Bar, P90X Wild Berry Yogurt Protein
2 Bar, Vanilla Whey Protein Powder, Chocolate Whey Protein Powder, Joint Support, Vanilla Meal
3 Replacement Shake, Chocolate Meal Replacement Shake, Herbal Immune Boost, Vanilla 2-Day
4 fast, Chocolate 2-Day Fast, Core Cal-Mag, Peak Health Formula, Energy and Endurance Lemon
5 Lime, Fuel Shot and Chocolate Vegan Shakeology (the "Additional Products"). Until the sixty-
6 sixth (66th) day after the date of service of the Supplemental Notice, the definition of "Covered
7 Products" herein shall only include the products specifically identified as "Covered Products" in
8 Section 1.2 above that were subject to the initial Notices served on Defendant by ERC. After 66
9 days have passed from service of the Supplemental Notice on Defendant, the operative Complaint
10 in this action will be deemed amended to allege Defendant's Additional Products cause an alleged
11 exposure to lead in violation of Proposition 65, provided that no authorized public prosecutor has,
12 prior to that date, filed a Proposition 65 enforcement action based on the Additional Products
13 included in the Supplemental Notice. After 66 days have passed from service of the Supplemental
14 Notice, the definition of "Covered Products" under this Consent Judgment shall also be amended to
15 include all Additional Products as defined herein, with all such Additional Products subject to the
16 full release contained in Sections 5.1-5.4 of this Consent Judgment, provided that no authorized
17 public prosecutor has, prior to that date, filed a Proposition 65 enforcement action based on the
18 Additional Products included in the Supplemental Notice.

19 The Notices and Supplemental Notice are hereafter collectively referred to as the "Notices."
20 A true and correct copy of the Supplemental Notice is attached hereto as Exhibit B.

21 1.4 ERC is a California non-profit corporation dedicated to, among other causes, helping
22 safeguard the public from health hazards by bringing about a reduction in the use and misuse of
23 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and
24 encouraging corporate responsibility.

25 1.5 Defendant is a business entity that at all times relevant for purposes of this Consent
26 Judgment employed ten or more persons. Defendant manufactures, distributes, and/or sells the
27 Covered Products in California.
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1 1.6 ERC's Notices and the Complaint allege that Defendant manufactured, distributed
2 and/or sold Covered Products in California that exposed users to lead without first providing a clear
3 and reasonable warning in violation of Proposition 65. Defendant expressly denies any violation of
4 Proposition 65 and asserts that all detectible levels of lead (if any) in the Covered Products are the
5 result of naturally occurring lead as permitted in California Code of Regulations, Title 27, Section
6 25501(a). Defendant also expressly asserts that the Covered Products are safe for use as intended,
7 comply with all other applicable health and safety laws, are manufactured using good
8 manufacturing practices, and that Defendant does not intentionally add lead or any other harmful
9 chemical to the Covered Products.

10 1.7 Except as expressly set forth herein, nothing in this Consent Judgment shall
11 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
12 other or future legal proceeding. Each Party expressly waives any right of appeal from this Consent
13 Judgment.

14 1.8 The "Effective Date" of this Consent Judgment shall be the date on which it is
15 entered as a Judgment by this Court.

16 1.9 This Consent Judgment resolves claims that are denied and disputed by Defendant.
17 The Parties have entered into this Consent Judgment pursuant to a full and final settlement of any
18 and all claims between the Parties to avoid prolonged and costly litigation. Defendant denies the
19 material factual and legal allegations contained in the Notices and Complaint and maintains that all
20 products it has manufactured, distributed and/or sold in California (including but not limited to the
21 Covered Products) have been and are in compliance with all applicable laws including Proposition
22 65. Nothing in this Consent Judgment shall constitute or be construed as an admission by
23 Defendant of any fact, conclusion of law, issue of law, violation of law, fault, wrongdoing, or
24 liability, including without limitation, any admission concerning any alleged violation of
25 Proposition 65, nor shall this Consent Judgment be offered or admitted as evidence against
26 Defendant in any administrative or judicial proceeding or litigation in any court, agency, or forum,
27 except with respect to an action seeking to enforce the terms of this Consent Judgment. This
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1 Section 1.9 shall not diminish or otherwise affect the obligations, responsibilities, and duties of any
2 Party to this Consent Judgment.

3 **2. JURISDICTION AND VENUE**

4 2.1 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
5 jurisdiction over the alleged violations contained in the Complaint, personal jurisdiction over
6 Defendant as to the acts alleged in the Complaint, that venue is proper in Los Angeles County, and
7 that this Court has jurisdiction over this Consent Judgment and enforcement thereof.

8 **3. INJUNCTIVE RELIEF**

9 3.1 Beginning on the Effective Date, any Covered Products that Defendant thereafter
10 manufactures for sale in California, distributes in California, sells in California, or supplies to its
11 independent contractor distributors ("Coaches") (wherever located) for sale into California must:
12 (1) comply with the warning requirements set out in Section 3.2; or (2) comply with the
13 reformulation requirements set forth in Section 3.3. Within ten (10) working days from the
14 Effective Date of this Consent Judgment, Defendant shall provide ERC with the range of lot
15 identification numbers and expiration dates of the last lot of each of the Covered Products
16 manufactured prior to the Effective Date.

17 **3.2 Clear and Reasonable Warnings**

18 3.2.1 For those Covered Products that are subject to the warning requirement of
19 Section 3.1, Beachbody shall provide the following warning ("Warning") as specified below:

20 **[California Residents Proposition 65] WARNING [California Proposition 65]:**
21 This product contains [lead] [,] [a] [and other] chemical[s] known [to the State of California]
to cause [cancer and] birth defects or other reproductive harm.

22 The text in brackets in the Warning above is optional, except that the term "cancer" must be
23 included if the maximum daily dose recommended on the label contains more than 15 micrograms
24 ("mcg") of lead as determined by the quality control methodology set forth in Section 3.3.4.

25 3.2.2 Defendant represents that for all sales directly to California end-consumers,
26 Defendant currently only sells Covered Products over the internet through Defendant's company
27 websites, and through Coaches who have a contractual relationship with Defendant that prohibits
28 such Coaches from reselling the Covered Products on unaffiliated third-party websites or through

1 other retail locations in California. Defendant further represents that a fulfillment center handles
2 the shipping of all such authorized sales of Covered Products to California end-consumers as
3 described in this section. For Covered Products subject to the Warning requirements of this
4 Consent Judgment sold directly to California end-consumers over the Internet through
5 Defendant's website and/or by orders placed with Coaches, Defendant shall include the Warning in
6 a product insert where the Covered Product is shipped from the fulfillment center to a California
7 address. An exemplar of the specific Proposition 65 product insert Warning is attached hereto as
8 Exhibit C. The Warning shall be included as an insert with each Covered Product on a minimum
9 5" by 7" index card (or larger insert) separate from the product invoice. This warning method may
10 only be used for sales of Covered Products directly to California end-consumers by Defendant or
11 Coaches if the Covered Product may be returned by the consumer for a full refund with no extra
12 charge or shipping or handling fee. The Warning may alternatively be displayed on the outside
13 packaging or container of each unit of the Covered Product. For sales made through the
14 Defendant's website and/or through Coaches' websites, the Warning may also alternatively be
15 given by displaying it in a clear and reasonable manner at the time the customer enters a California
16 address for the shipping address. The Warning shall be displayed with such conspicuousness, as
17 compared with other words, statements, designs, or devices on the webpage, invoice, product
18 packaging, container, or product insert, as to render it likely to be read and understood by an
19 ordinary individual prior to use. The Warning shall be at least the same size as the largest of any
20 other health or safety warnings for the Covered Product on the webpage, invoice, product
21 packaging, container, or product insert, and the word "WARNING" shall be in all capital letters
22 and in bold print. A Warning printed on a product insert must be in a type size at least as tall as the
23 largest letter or numeral on the invoice. Defendant will include terms in Coaches' contracts that
24 prohibit Coaches from removing or altering the Warning included by Defendant in or on any
25 Covered Product packaging. With respect to the requirements of Section 3.2.2 only, they may be
26 modified by written agreement between the Parties or as set forth in Section 14.

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1 3.2.3 For Defendant's sales and distribution of Covered Products in California not
2 described in Section 3.2.2 above, the Warning shall be provided prior to or at the point of sale or
3 distribution.

4 3.3 Reformulation and Testing

5 3.3.1 In complying with Section 3.1, Defendant shall not be required to provide
6 any of the Warnings specified in Section 3.2 for any Covered Product if the maximum daily dose, or
7 serving recommended on the Covered Product's label contains no more than 0.5 mcg of lead per
8 day as defined herein. For purposes of determining whether the maximum daily dose of a Covered
9 Product contains no more than 0.5 mcg of lead, five (5) randomly selected samples of such Covered
10 Product (in the form intended for sale to the end-user) shall be tested. As used in this Consent
11 Judgment, "no more than 0.5 mcg of lead per day" means that the samples of Covered Products
12 tested by Defendant pursuant to this Consent Judgment each result in a daily exposure of no more
13 than 0.5 mcg per day using the following formula: micrograms of lead per gram of Covered
14 Product, multiplied by grams of product per serving of the product (using the largest serving size
15 appearing on the product label), multiplied by servings of product per day (using the largest
16 recommended number of servings per day appearing on the product label), which equals
17 micrograms of lead per day, minus any naturally occurring levels of lead as provided in Section
18 3.3.2 below after the two (2) samples that each represent the highest and lowest lead results are
19 excluded. Before Defendant's first distribution or sale of a Covered Product without a warning
20 after the Effective Date, and continuing for at least three (3) years thereafter, at least once every
21 year, Defendant shall test the Covered Products sold without a Warning for lead content in the
22 manner provided for in this Consent Judgment.

23 3.3.2 For determining whether the maximum daily dose or serving
24 recommended on the Covered Product's label contains no more than 0.5 mcg of lead per day under
25 Section 3.1, Defendant may exclude any naturally occurring lead for cocoa powder in the amount of
26 0.4 mcg of lead per gram of cocoa powder in the maximum daily dose recommended on the product
27 label, and any naturally occurring lead in the additional ingredients listed below in Table 1A (in the
28 amount of mcgs of lead for each such ingredient as listed in Table 1A per gram of that ingredient in

1 the maximum daily dose recommended on the product label) in accordance with the Attorney
2 General's Stipulation Modifying Consent Judgment in *People v. Warner Lambert, et al.* (San
3 Francisco County Superior Court Case No. 984503). For purposes of calculating lead content, the
4 amount of lead deemed "naturally occurring" in a Covered Product is the sum of the amounts of
5 "naturally occurring" lead supplied by the quantity of each ingredient listed in this Section 3.3.2 and
6 in Table 1A that is present in each maximum daily serving of a Covered Product. Should
7 Defendant seek to exclude naturally occurring lead in its calculation of overall lead content for any
8 of the Covered Products, Defendant shall provide to ERC within fifteen (15) working days of
9 ERC's written request a complete list of all ingredients in the Covered Product and the
10 corresponding percentage and quantity in grams (rounded to the nearest one tenth of a gram) of
11 each ingredient within each Covered Product, including lab test results that independently confirm
12 the percentage and quantity in grams (rounded to the nearest one tenth of a gram) of each of the
13 ingredients being used in each Covered Product, and any other lab data that independently supports
14 Defendant's contention concerning the amount of naturally occurring lead that is excluded for any
15 particular ingredient sufficient to support the overall exclusion of any naturally occurring lead from
16 the maximum serving size of each such Covered Product hereunder. Any documentation that
17 Defendant submits to ERC pursuant to this Section shall be kept confidential by ERC pursuant to
18 the terms of Section 3.3.3 of this Consent Judgment. ERC understands that Defendant's ingredients
19 and percentages of ingredients in Covered Products are proprietary trade secrets to the extent they
20 are not otherwise publicly available, and unless ERC obtains Defendant's prior written consent,
21 ERC shall not disclose, under any circumstance, any information provided by Defendant under this
22 subsection regarding Covered Product ingredients, and shall only use any information provided by
23 Defendant under this subsection to verify percentages of ingredients for which a naturally occurring
24 exclusion is sought and which are contained within a Covered Product.

TABLE 1A

<u>INGREDIENT</u>	<u>NATURALLY OCCURRING AMOUNT OF LEAD</u>
<u>Calcium (elemental)</u>	0.8 <u>mcg/g</u>
<u>Ferrous Fumarate</u>	0.4 <u>mcg/g</u>
<u>Zinc Oxide</u>	8.0 <u>mcg/g</u>
<u>Magnesium Oxide</u>	0.4 <u>mcg/g</u>
<u>Magnesium Carbonate</u>	.332 <u>mcg/g</u>
<u>Magnesium Hydroxide</u>	0.4 <u>mcg/g</u>
<u>Zinc Gluconate</u>	08. <u>mcg/g</u>
<u>Potassium Chloride</u>	1.1 <u>mcg/g</u>

3.3.3 Defendant shall provide ERC with a minimum of thirty (30) days' notice prior to manufacturing for sale in California, distributing in California, selling in California, or supplying its Coaches (wherever located) for sale into California any Covered Product without a Proposition 65 warning and, upon written request by ERC, Defendant shall provide to ERC any test results and documentation of testing undertaken by Defendant on such Covered Product pursuant to Section 3.3.2 above, within fifteen (15) working days of receipt by Defendant of ERC's written request. ERC shall treat confidentially any such test results disclosed to it, and shall not disclose such test results without Defendant's prior written consent. Defendant shall retain all test results and documentation for Covered Products undertaken pursuant to Section 3.3.1 for a period of three (3) years from the date of each test. However, if at any time before or after the three-year period, Defendant changes ingredient suppliers for any of the Covered Products and/or reformulates any of the Covered Products such that Defendant has reason to believe that a Covered Product no longer requires a Warning under the terms of this Consent Judgment, Defendant shall test that Covered Product at least once after such change is made, using the testing protocol described in Section 3.3.1

1 and 3.3.4 if the Covered Product is being sold or distributed in California to determine whether a
2 Warning hereunder is still required.

3 3.3.4 All testing pursuant to this Consent Judgment shall be performed by a
4 laboratory that is approved by or accredited by the State of California or the United States
5 Environmental Protection Agency or Food & Drug Administration for the analysis of heavy metals.
6 All testing pursuant to this Consent Judgment shall be performed using a laboratory method that
7 complies with the performance and quality control factors appropriate for the method used
8 (including limit of detection, limit of quantification, accuracy, and precision) and that meets the
9 following criteria: Closed-vessel, microwave-assisted acid digestion employing high-purity
10 reagents, followed by Inductively Coupled Plasma-Mass Spectrometry (ICP-MS), or any other
11 testing method agreed upon in writing by the Parties. Nothing in this Consent Judgment shall limit
12 Defendant's ability to conduct, or require that others conduct, additional testing of the Covered
13 Products, including the raw materials used in their manufacture. Nothing in this Consent Judgment
14 shall require that Defendant produce to ERC any test results on Covered Products unless it seeks to
15 sell Covered Products without a Proposition 65 warning in California. This Consent Judgment,
16 including the testing and sampling methodology set forth in this Section 3.3.4, is the product of
17 negotiation and compromise, and is accepted by the Parties for purposes of settling, compromising,
18 and resolving issues disputed in this Action, including future compliance by Defendant with this
19 Consent Judgment, and shall not be used for any other purpose, or in any other matter and, except
20 for the purpose of determining future compliance with this Consent Judgment, shall not constitute
21 an adoption or employment of a method of analysis for a listed chemical in a specific medium as set
22 forth in 27 California Code of Regulations § 25900(g) unless otherwise agreed. This Consent
23 Judgment imposes no obligation on Defendant to produce to ERC or otherwise retain test results on
24 products that are not Covered Products under this Consent Judgment.

25 **4. SETTLEMENT PAYMENT**

26 **4.1 Total Payment**

27 As set forth in Section 1.9 of this Consent Judgment, Defendant denies that it has violated
28 Proposition 65 or any other law in its sale of Covered Products. Nevertheless, in full satisfaction of

1 all ERC's alleged claims in the public interest for civil penalties, payments in lieu of civil penalties,
2 attorneys' fees and costs (which include, but are not limited to, fees and the costs of attorneys, and
3 experts), Defendant agrees to make a total settlement payment of \$250,000 (the "Settlement
4 Payment") to be allocated and paid as set forth in Sections 4.2 through 4.5. Defendant shall remit
5 the payment required in this Section 4.1 to the Law Office of Gideon Kracov at the law firm's
6 address noted in the notice provision in Section 12.1 below. The Settlement Payment shall be by a
7 check made payable to Gideon Kracov and shall be delivered on or before ten (10) days following
8 Plaintiff's service of notice of entry and approval of this Consent Judgment.

9 **4.2 Civil Penalty Assessment**

10 \$41,000 of the Settlement Payment shall be allocated by ERC as a civil penalty pursuant to
11 California Health and Safety Code § 25249.7(b)(1). ERC shall remit 75% (\$30,750) of the civil
12 penalty to the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the
13 Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
14 Code § 25249.12(c), and a copy of the transmittal letter will be sent to Defendant's counsel. ERC
15 will retain the remaining 25% (\$10,250) of the civil penalty.

16 **4.3 Payment In Lieu of Further Civil Penalties**

17 \$123,707 of the Settlement Payment shall be allocated by ERC as a payment in lieu of
18 further civil penalties for activities such as: (1) funding the analysis, research, and testing of
19 consumer products that may contain Proposition 65 listed chemicals; (2) funding grants or
20 donations to California non-profit foundations/entities dedicated to public health; (3) funding ERC's
21 Voluntary Compliance Program to work with companies not subject to Proposition 65 to
22 reformulate their products to reduce potential consumer exposures to Proposition 65 listed
23 chemicals; (4) funding ERC's RxY Program to assist various medical personnel in providing testing
24 assistance to independent distributors of various products; (5) funding ERC's Got Lead? Program to
25 assist consumers in testing products for lead content; (6) funding post-settlement monitoring of past
26 consent judgments; (7) funding to maintain ERC's database of lead-free products, Proposition 65-
27 compliant products and contaminated products; (8) funding to track and catalog Proposition 65-
28 compliant, contamination-free sources of ingredients used in the products ERC tests; and (9)

1 funding the continued day to day business of enforcement of Proposition 65 matters which address
2 contaminated ingestible products, similar to the subject matter of this Action.

3 **4.4 Reimbursement of Expenses and Costs**

4 \$27,569 of the Settlement Payment shall be allocated by ERC as reimbursement for its
5 reasonable costs associated with the enforcement of Proposition 65 against Defendant in this matter
6 and other expenses and costs incurred as a result of bringing this matter to Defendant's attention,
7 litigating and negotiating a settlement in the public interest.

8 **4.5 Attorneys' Fees**

9 \$25,399 of the Settlement Payment shall be allocated by ERC as payment to Gideon Kracov,
10 Esq. as reimbursement for ERC's attorneys' fees and \$32,325 shall be allocated by ERC as payment
11 to Karen Evans, Esq. as reimbursement for ERC's attorneys' fees.

12 **4.6 Other Fees, Costs and Expenses**

13 Except as expressly set forth herein in Section 4, each Party shall bear its own attorneys'
14 fees, costs, and expenses in this Action.

15 **5. RELEASE OF CLAIMS**

16 **5.1** ERC and its agents (including its attorneys), acting on their own behalf and in the
17 public interest, release Defendant, and its respective officers, directors, shareholders, employees,
18 agents, representatives, parents, subsidiaries, divisions, subdivisions, affiliates, franchisees;
19 licensees, predecessors, successors, assigns, attorneys, suppliers, manufacturers, Coaches and any
20 other person or entity in the chain of distribution (excluding any private label customers) for
21 Defendant's Covered Products ("Released Parties"), from any and all claims, including, without
22 limitation, all actions and causes of action in law or in equity, suits, liabilities, demands, obligations,
23 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees,
24 expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or
25 contingent (collectively "claims") for alleged violations of Proposition 65, or any other statutory or
26 common law claim that has been or could have been asserted against the Released Parties
27 individually or in the public interest, for alleged exposures to lead caused by Covered Products
28 manufactured, distributed and/or sold by Defendant up through the Effective Date.

1 5.2 Defendant's compliance with the terms of this Consent Judgment constitutes
2 compliance with Proposition 65 with respect to any and all alleged exposures to lead from the
3 Covered Products for both itself and the other Released Parties.

4 5.3 ERC also, on behalf of itself, its past and current agents, representatives, attorneys,
5 successors, and/or assignees and not in its representative capacity, provides a general release herein
6 which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of
7 action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands
8 of any nature, character or kind, known or unknown, suspected or unsuspected, against the Released
9 Parties relating to the Covered Products manufactured, distributed and/or sold by Defendant prior to
10 the Effective Date. ERC acknowledges that it is familiar with Civil Code § 1542, which provides as
11 follows:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
13 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
14 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
15 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
16 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

17 ERC, in its individual capacity only and *not* in its representative capacity, and on behalf of itself, its
18 past and current agents, representatives, attorneys, successors, and/or assignees expressly and
19 knowingly waives and relinquishes any and all rights and benefits which it may have under, or
20 which may be conferred on it by the provisions of California Civil Code § 1542, as well as under
21 any other state or federal statute or common law principle of similar effect, to the fullest extent that
22 it may lawfully waive such rights or benefits pertaining to the released matters.

23 5.4 Defendant waives any and all claims against ERC, its attorneys, and other
24 representatives for any and all actions taken or statements made (or those that could have been
25 taken or made) by ERC and its attorneys and other representatives, whether in the course of
26 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
27 and/or with respect to the Covered Products. Defendant also provides a general release herein
28 which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of
action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands

1 of Defendant of any nature, character or kind, known or unknown, suspected or unsuspected, arising
2 out of the subject matter of this Action. Defendant acknowledges that it is familiar with California
3 Civil Code § 1542, which provides as follows:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
5 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
6 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
7 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
8 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
9 WITH THE DEBTOR.

10 Defendant expressly waives and relinquishes any and all rights and benefits which it may have
11 under, or which may be conferred on it by the provisions of California Civil Code § 1542, as well as
12 under any other state or federal statute or common law principle of similar effect, to the fullest
13 extent that it may lawfully waive such rights or benefits pertaining to the released matters.

14 **6. IMPACT OF STATUTORY AND/OR REGULATORY CHANGES**

15 **6.1** Nothing in this Consent Judgment shall be construed to require Defendant to
16 continue to provide a Warning for Covered Products hereunder if: (1) Defendant modifies or
17 reformulates the Covered Products so the amount of lead contained in the Covered Products is
18 below the threshold required for a warning under Proposition 65; or (2) new statutory standards
19 established applicable to lead no longer require Defendant to provide a warning for the Covered
20 Products under Proposition 65; or (3) the Proposition 65 MADL established by OEHHA for lead is
21 modified such that a Proposition 65 Warning is no longer required for Defendant's Covered
22 Products. Defendant shall provide ERC with a minimum of thirty (30) days' notice prior to
23 discontinuation of a Warning for Covered Products pursuant to this Section 6.1.

24 **7. COURT APPROVAL**

25 **7.1** If this Consent Judgment is not approved by the Court or is otherwise ruled invalid,
26 it shall be null and void and have no force or effect and any payment Defendant has made hereunder
27 pursuant to Section 4 shall be immediately returned to Defendant in full.

28 **7.2** ERC shall comply with California Health & Safety Code Section 25249.7 (f) and
with Title II of the California Code Regulations, Section 3003.

1 **8. SEVERABILITY**

2 8.1 In the event that any provision of this Consent Judgment is held by a court to be
3 unenforceable, the validity of the enforceable provisions shall not be adversely affected.

4 **9. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

5 9.1 In the event a dispute arises with respect to either Party's compliance with the terms
6 of this Consent Judgment entered by the Court, the Parties shall meet either in person or by
7 telephone and endeavor to resolve the dispute in a good faith manner. No action or motion may be
8 filed in the absence of such a good faith attempt to resolve the dispute beforehand, and the Parties
9 shall allow at least thirty (30) days for the informal resolution of such dispute before any motion to
10 enforce this Consent Judgment is filed. In the event such a motion is filed, however, the prevailing
11 Party may seek to recover its reasonable costs and attorneys' fees. As used in the preceding
12 sentence, the term "prevailing Party" means a Party who is successful in obtaining relief more
13 favorable to it than the relief that the other Party was amenable to providing during the Parties'
14 good faith attempt to resolve the dispute that is the subject of such enforcement action.

15 **10. ENFORCEMENT**

16 10.1 This Court shall retain jurisdiction of this matter to enforce, modify or terminate this
17 Consent Judgment. Any Party may, by motion or application for an order to show cause filed with
18 this Court, enforce the terms and conditions contained in this Consent Judgment provided that it
19 first undertakes a good faith effort to resolve the dispute informally as required under Section 9. In
20 accordance with Section 9, the prevailing Party may request that the Court award its reasonable
21 attorneys' fees and costs associated with such motion or application if opposed by the other Party.

22 **11. GOVERNING LAW**

23 11.1 The terms of this Consent Judgment shall be governed by the laws of the State of
24 California.

25 **12. NOTICES**

26 12.1 All correspondence and notices required to be provided under this Consent Judgment
27 shall be in writing and shall be sent by first class registered or certified mail addressed as follows.

28 All correspondence to ERC shall be mailed to:

1 Environmental Research Center
2 3111 Camino Del Rio North, Suite 400
3 San Diego, CA 92108

4 With copy to:

5 Gideon Kracov, Esq.
6 801 S. Grand Ave., 11th Fl.
7 Los Angeles, CA 90017

8 All correspondence to Defendant shall be mailed to:

9 Chief Legal Officer
10 Beachbody, LLC / Team Beachbody
11 3301 Exposition Blvd., Third Floor
12 Santa Monica, CA 90404

13 With copy to:

14 James Robert Maxwell, Esq
15 Rogers Joseph O'Donnell
16 311 California Street
17 San Francisco, CA 94104

18 **13. ENTIRE AGREEMENT/INTEGRATION**

19 13.1 This Consent Judgment contains the sole and entire agreement and understanding of
20 the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
21 negotiations, commitments and understandings related hereto. No representations, oral or
22 otherwise, express or implied, other than those contained herein have been made by any Party. No
23 other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to
24 bind any of the Parties.

25 **14. MODIFICATION**

26 14.1 Except as provided for in Section 3.2.2, this Consent Judgment may be modified
27 only upon written agreement or stipulation between the Parties and upon entry of such modified
28 Consent Judgment by the Court thereon pursuant to this Section 14. ERC is entitled to reasonable
attorneys' fees and costs for any work it performs in connection with any joint modification of the
Consent Judgment initiated or requested by Defendant as set forth in Section 14.5 below.

14.2 Should ERC, or the California Attorney General, reach a settlement of a Proposition
65 claim regarding the same ingredient(s) as contained in a Covered Product that establishes

1 allowances for naturally occurring lead that results in different lead standards than those specified in
2 Section 3.3.2 or naturally occurring allowances for new ingredients not identified in Section 3.3.2
3 (Alternative Lead Standards”), then a Party shall be entitled to seek from the other Party its
4 agreement to modify the Consent Judgment to incorporate such Alternative Lead Standards into this
5 Consent Judgment, subject to the procedures in this Section 14.

6 14.3 Before the effective date of any modification concerning such Alternative Lead
7 Standards, the requesting Party shall provide to the other Party, lab test results and/or other data that
8 forms the factual basis for the requested modification, and if Defendant makes the request it shall
9 also provide lab test results that independently confirm the percentage of each ingredient being used
10 in each Covered Product for which modification is sought. The Parties may update such
11 information from time to time. Should Defendant seek to exclude naturally occurring lead in its
12 calculation of overall lead content for any Covered Product pursuant to any modification
13 incorporating Alternative Lead Standards, Defendant will provide separate documentation to ERC
14 to include a complete list of all ingredients in the Covered Product and the corresponding
15 percentage of each ingredient within each product, including lab test results that independently
16 confirm the percentage of the ingredients being used in each Covered Product, and lab tests and
17 other data that independently supports Defendant’s contention that the lead it seeks to exclude is
18 naturally occurring. Documentation will be submitted by Defendant pursuant to the terms and
19 protections in Section 3.3.2 and 3.3.3.

20 14.4 If a Party requests the other Party’s consent to modify the Consent Judgment under
21 this Section 14, then that Party shall provide written notice to the other Party of its intent and
22 include the settlement containing the Alternative Lead Standard and any other factual data
23 supporting the request (“Notice of Intent”). If the Party from whom the modification is sought
24 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then the Party
25 from whom the modification is sought shall provide written notice to the Party seeking the
26 modification within thirty (30) days of receiving the Notice of Intent and the Parties shall meet and
27 confer in good faith within thirty (30) days thereafter. Within thirty (30) days after such meet and
28 confer, if the Party from whom the modification is sought disputes the proposed modification, that

1 Party shall provide to the Party seeking the modification a written factual basis for its position. The
2 Parties shall continue to meet and confer for up to an additional thirty (30) days in an effort to
3 resolve any remaining disputes. The Parties may agree in writing to different deadlines for the meet
4 and confer period herein.

5 14.5 In the event Either Party seeks a modification under Section 14, the requesting Party
6 shall reimburse the other Party its reasonable attorneys' fees and costs in filing and arguing a joint
7 motion or application in support of a modification of the Consent Judgment; provided however, that
8 those fees and costs shall not exceed \$8,000 total without the prior written consent of the requesting
9 Party. ERC may not request a modification of this Consent Judgment based on the fact that ERC
10 has agreed to lower lead allowances for such ingredients in another ERC settlement.

11 **15. COUNTERPARTS**

12 15.1 This Consent Judgment may be executed in counterparts, each of which shall be
13 deemed an original, and all of which, when taken together, shall constitute one and the same
14 document.

15 **16. AUTHORIZATION**

16 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
17 by the Party he or she represents to stipulate to this Consent Judgment, to enter into and execute this
18 Consent Judgment on behalf of the Party represented, and to legally bind that Party to this Consent
19 Judgment. The undersigned have read, understand and agree to all of the terms and conditions of
20 this Consent Judgment. Except as expressly provided herein, each Party shall bear its own fees and
21 costs.

22 ///

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26 ///

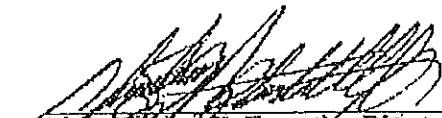
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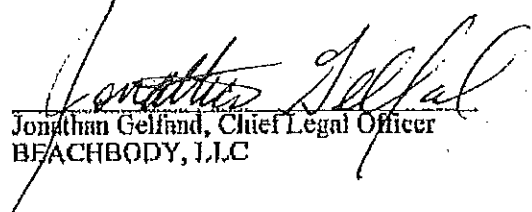
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IT IS SO STIPULATED:

DATED: 4/25/2013

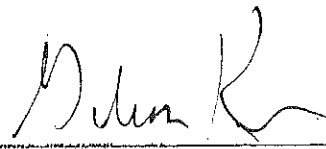
By: 
Chris Hechtling, Executive Director
ENVIRONMENTAL RESEARCH CENTER

DATED: 4/29/2013

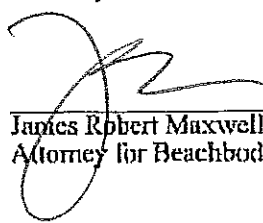
By: 
Jonathan Gelfand, Chief Legal Officer
BEACHBODY, I.L.C

APPROVED AS TO FORM:

DATED: 5/23/13

By: 
Gideon Kracov
Attorney for Environmental Research Center

DATED: 5/23/13

By: 
James Robert Maxwell
Attorney for Beachbody, LLC

ORDER AND JUDGMENT

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

DATED: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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LAW OFFICES OF
ANDREW H. PACKARD
100 PETALUMA BLVD N, STE 301, PETALUMA, CA 94952
PHONE (707) 763-7227 FAX (707) 763-9227
INFO@PACKARDLAWOFFICES.COM

August 17, 2010

VIA CERTIFIED MAIL

Current President or CEO
Product Partners, LLC
3301 Exposition Blvd
Santa Monica, CA – 90404

Agent for Service of Process: C T CORPORATION SYSTEM
2700 LAKE COOK RD
RIVERWOODS IL 60015

Re: Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

Dear Sirs,

This firm represents the Environmental Research Center (hereafter, “ERC”), a non-profit corporation organized under California’s Non-Profit Public Benefit Corporation Law in connection with this notice of violations of California’s Safe Drinking Water & Toxic Enforcement Act of 1986, codified at Health & Safety Code §25249.5 *et seq.* (also referred to as “Proposition 65”).

ERC is dedicated to, among other causes, reducing the use and misuse of hazardous and toxic substances, consumer protection, worker safety and corporate responsibility. ERC has documented the violations of Proposition 65 described herein, and this letter serves to provide notification of these violations to you and to the public enforcement agencies. Pursuant to §25249.7(d) of the statute, ERC intends to bring an enforcement action sixty (60) days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations. A summary of the statute and its implementing regulations, which was prepared by the lead agency designated under the statute, is enclosed with the copy of this notice served upon the violator(s).

The names of the violator(s) covered by this notice are: Product Partners, LLC (hereafter, the “Violator(s)"). The Violator(s) manufacture, market, distribute and/or sell in California the following products causing exposures to lead and lead compounds:

BeachBody Shakeology Greenberry
BeachBody Nutritionals ActiVit Metabolism Formula Core Nutrition
BeachBody Nutritionals Performance Formula Performance Nutrition

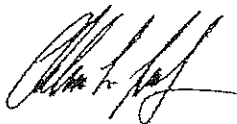
On February 27, 1987, the State of California officially listed lead as a substance known to cause reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as a substance known to cause cancer.

Route of exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products by consumers. Accordingly, consumer exposures have occurred and continue to occur primarily through the ingestion route, but also may occur through the inhalation and/or and dermal contact routes of exposure.

Duration of violations. Each of these ongoing violations has occurred on every day since at least August 17, 2007, as well as every day since the products were introduced in the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users.

Based on the allegations set forth in this Notice, ERC intends to file a citizen enforcement action against the Violator(s) unless the Violator(s) agree in an enforceable written instrument to: (1) recall products already sold; (2) take effective measures to prevent unwarned lead exposures from being caused by products sold in the future; and (3) pay an appropriate civil penalty. In keeping with the public interest goals of the statute and my client's objectives in issuing this notice, ERC is interested in seeking a constructive resolution of this matter. Such resolution will avoid both further unwarned consumer exposures to lead and expensive and time-consuming litigation. ERC's Executive Director is Chris Heptinstall and the organization's mailing address is: 5694 Mission Center Road, #199, San Diego, CA 92108. Tel. (619) 309-4194. However, ERC has retained this firm in connection with this matter; therefore, all communications regarding this Notice of Violation may be directed to my attention at the above-listed firm address and telephone number.

Very Truly Yours,



Andrew L. Packard

Attachments:

OEHHA Summary

Certificate of Merit (w/o AG attachments)

Certificate of Service

List of Service

THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY

The following summary has been prepared by the Office of Environmental Health Hazard Assessment, the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65"). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and its implementing regulations (see citations below) for further information. Proposition 65 appears in California law as Health and Safety Code Sections 25249.5 through 25249.13. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 22 of the California Code of Regulations, Sections 12000 through 14000.

WHAT DOES PROPOSITION 65 REQUIRE?

The "Governor's List." Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer, or birth defects or other reproductive harm. This list must be updated at least once a year. Over 550 chemicals have been listed as of May 1, 1996. Only those chemicals that are on the list are regulated under this law. Businesses that produce, use, release or otherwise engage in activities involving those chemicals must comply with the following:

Clear and reasonable warnings. A business is required to warn a person before "knowingly and intentionally" exposing that person to a listed chemical. The warning given must be "clear and reasonable." This means that the warning must: (1) clearly make known that the chemical involved is known to cause cancer, or birth defects or other reproductive harm; and (2) be given in such a way that it will effectively reach the person before he or she is exposed. Exposures are exempt from the warning requirement if they occur less than twelve months after the date of listing of the chemical.

Prohibition from discharges into drinking water. A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Discharges are exempt from this requirement if they occur less than twenty months after the date of listing of the chemical.

DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?

Yes. The law exempts:

Governmental agencies and public water utilities. All agencies of the federal, State or local government, as well as entities operating public water systems, are exempt.

Businesses with nine or fewer employees. Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees.

Exposures that pose no significant risk of cancer. For chemicals that are listed as known to the State to cause cancer ("carcinogens"), a warning is not required if the business can demonstrate that the exposure occurs at a level that poses "no significant risk." This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. The Proposition 65 regulations identify specific "no significant risk" levels for more than 250 listed carcinogens. Exposures that will produce

no observable reproductive effect at 1,000 times the level in question. For chemicals known to the State to cause birth defects or other reproductive harm ("reproductive toxicants"), a warning is not required if the business can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the "no observable effect level (NOEL)," divided by a 1,000-fold safety or uncertainty factor. The "no observable effect level" is the highest dose level which has not been associated with an observable adverse reproductive or developmental effect. Discharges that do not result in a "significant amount" of the listed chemical entering into any source of drinking water. The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a "significant amount" of the listed chemical has not, does not, or will not enter any drinking water source, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A "significant amount" means any detectable amount, except an amount that would meet the "no significant risk" or "no observable effect" test if an individual were exposed to such an amount in drinking water.

HOW IS PROPOSITION 65 ENFORCED?

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys (those in cities with a population exceeding 750,000). Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. A notice must comply with the information and procedural requirements specified in regulations (Title 22, California Code of Regulations, Section 12903). A private party may not pursue an enforcement action directly under Proposition 65 if one of the governmental officials noted above initiates an action within sixty days of the notice. A business found to be in violation of Proposition 65 is subject to civil penalties of up to \$2,500 per day for each violation. In addition, the business may be ordered by a court of law to stop committing the violation.

CERTIFICATE OF MERIT

Re: the Environmental Research Center's Notice of Proposition 65 Violations Issued to Product Partners, LLC

I, Andrew L. Packard, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged the party in the notice has violated Health & Safety Code §25249.6 by failing to provide clear and reasonable warnings.

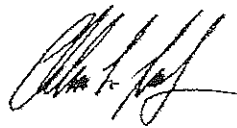
2. I am an attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the action.

4. Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.

5. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: August 17, 2010



Andrew L. Packard

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742

On August 17, 2010, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 *ET SEQ.*; CERTIFICATE OF MERIT; "SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986: A SUMMARY"**

on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

VIA CERTIFIED MAIL

Current President or CEO
Product Partners, LLC
3301 Exposition Blvd
Santa Monica, CA – 90404

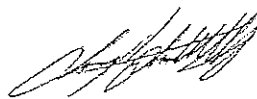
Agent for Service of Process: C T CORPORATION SYSTEM
2700 LAKE COOK RD
RIVERWOODS IL 60015

On August 17, 2010, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 *ET SEQ.*; CERTIFICATE OF MERIT (including supporting documentation required by Title 11 CCR §3102)** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, CA 94612-0550

On August 17, 2010, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 *ET SEQ.*; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties **on the Service List attached hereto**, and depositing it with the U.S. Postal Service for delivery by Priority Mail.

Executed on August 17, 2010, in Fort Oglethorpe, Georgia.



Chris Heptinstall

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

August 17, 2010

Page 7

Service List

District Attorney, Alameda County
1225 Fallon Street, Room 900
Oakland, CA 94612

District Attorney, Alpine County
P.O. Box 248
Markleeville, CA 96120

District Attorney, Amador County
708 Court Street, #202
Jackson, CA 95642

District Attorney, Butte County
25 County Center Drive
Oroville, CA 95965

District Attorney, Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney, Colusa County
547 Market Street
Colusa, CA 95932

District Attorney, Contra Costa County
900 Ward Street
Martinez, CA 94553

District Attorney, Del Norte County
450 H Street, Ste. 171
Crescent City, CA 95531

District Attorney, El Dorado County
515 Main Street
Placerville, CA 95667

District Attorney, Fresno County
2220 Tulare Street, #1000
Fresno, CA 93721

District Attorney, Glenn County
Post Office Box 430
Willows, CA 95988

District Attorney, Humboldt County
825 5th Street
Eureka, CA 95501

District Attorney, Imperial County
939 West Main Street, Ste 102
El Centro, CA 92243

District Attorney, Inyo County
Post Office Drawer D
Independence, CA 93526

District Attorney, Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney, Kings County
1400 West Lacey Boulevard
Hanford, CA 93230

District Attorney, Lake County
255 N. Forbes Street
Lakeport, CA 95433

District Attorney, Lassen County
220 South Lassen Street, Ste. 8
Susanville, CA 96130

District Attorney, Los Angeles County
210 West Temple Street, Rm 345
Los Angeles, CA 90012

District Attorney, Madera County
209 West Yosemite Avenue
Madera, CA 95637

District Attorney, Marin County
3501 Civic Center, Room 130
San Rafael, CA 94903

District Attorney, Mariposa County
Post Office Box 730
Mariposa, CA 95338

District Attorney, Mendocino County
Post Office Box 1000
Ukiah, CA 95482

District Attorney, Merced County
2222 "M" Street
Merced, CA 95340

District Attorney, Modoc County
204 S Court Street, Room 202
Alturas, CA 96101-4020

District Attorney, Mono County
Post Office Box 617
Bridgeport, CA 93517

District Attorney, Monterey County
230 Church Street, Bldg 2
Salinas, CA 93901

District Attorney, Napa County
931 Parkway Mall
Napa, CA 94559

District Attorney, Nevada County
110 Union Street
Nevada City, CA 95959

District Attorney, Orange County
401 Civic Center Drive West
Santa Ana, CA 92701

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

August 17, 2010

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District Attorney, Placer County
10810 Justice Center Drive, Ste 240
Roseville, CA 95603

District Attorney, Plumas County
520 Main Street, Room 404
Quincy, CA 95971

District Attorney, Riverside County
4075 Main Street, 1st Floor
Riverside, CA 92501

District Attorney, Sacramento County
901 "G" Street
Sacramento, CA 95814

District Attorney, San Benito County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney, San Bernardino County
316 N. Mountain View Avenue
San Bernardino, CA 92415-0004

District Attorney, San Diego County
330 West Broadway, Room 1300
San Diego, CA 92112

District Attorney, San Francisco County
850 Bryant Street, Room 325
San Francisco, CA 94103

District Attorney, San Joaquin County
Post Office Box 990
Stockton, CA 95202

District Attorney, San Luis Obispo County
1050 Monterey Street, Room 450
San Luis Obispo, CA 93408

District Attorney, San Mateo County
400 County Ctr., 3rd Floor
Redwood City, CA 94063

District Attorney, Santa Barbara County
1105 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney, Santa Clara County
70 West Hedding Street
San Jose, CA 95110

District Attorney, Santa Cruz County
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney, Shasta County
1525 Court Street, Third Floor
Redding, CA 96001-1632

District Attorney, Sierra County
100 Courthouse Square, 2nd Floor
Downieville, CA 95936

District Attorney, Siskiyou County
Post Office Box 986
Yreka, CA 96097

District Attorney, Solano County
675 Texas Street, Ste 4500
Fairfield, CA 94533

District Attorney, Sonoma County
600 Administration Drive, Room 212J
Santa Rosa, CA 95403

District Attorney, Stanislaus County
832 12th Street, Ste 300
Modesto, CA 95353

District Attorney, Sutter County
446 Second Street
Yuba City, CA 95991

District Attorney, Tehama County
Post Office Box 519
Red Bluff, CA 96080

District Attorney, Trinity County
Post Office Box 310
Weaverville, CA 96093

District Attorney, Tulare County
221 S. Mooney Avenue, Room 224
Visalia, CA 93291

District Attorney, Tuolumne County
423 N. Washington Street
Sonora, CA 95370

District Attorney, Ventura County
800 South Victoria Avenue
Ventura, CA 93009

District Attorney, Yolo County
301 2nd Street
Woodland, CA 95695

District Attorney, Yuba County
215 Fifth Street
Marysville, CA 95901

Los Angeles City Attorney's Office
City Hall East
200 N. Main Street, Rm 800
Los Angeles, CA 90012

San Diego City Attorney's Office
1200 3rd Avenue, Ste 1620
San Diego, CA 92101

San Francisco City Attorney's Office
City Hall, Room 234
San Francisco, CA 94103

San Jose City Attorney's Office
200 East Santa Clara Street
San Jose, CA 95113



Environmental Research Center

5694 Mission Center Road #199

San Diego, CA 92108

619.500.3090

December 19, 2011

NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 *ET SEQ.* (PROPOSITION 65)

Dear Alleged Violator and the Appropriate Public Enforcement Agencies:

I am the Executive Director Environmental Research Center (“ERC”). ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violator identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violator and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is an attachment with the copy of this letter served to the alleged Violator identified below.

Alleged Violator. The name of the company covered by this notice that violated Proposition 65 (hereinafter “the Violator”) is:

Product Partners, LLC

Consumer Products and Listed Chemicals. The product that is the subject of this notice and the chemical in that product identified as exceeding allowable levels are:

Beachbody LLC Shakeology Chocolate - Lead

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

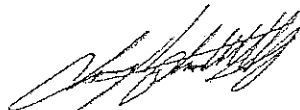
Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred and may continue to occur through inhalation and/or dermal contact.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least December 19, 2008, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violator violated Proposition 65 because it failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violator to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; and (2) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as an expensive and time consuming litigation.

My contact information is listed above, however, please direct all questions concerning this notice to ERC's counsel, Gideon Kracov, Esq., at 801 S. Grand Ave., 11th Floor, Los Angeles, CA 90017, phone number 213-629-2071.

Sincerely,



Chris Heptinstall
Executive Director
Environmental Research Center

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*
December 19, 2011
Page 3

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Product Partners, LLC and its Registered Agent for Service of Process only)

Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: **Environmental Research Center's Notice of Proposition 65 Violations by Product Partners, LLC**

I, Chris Heptinstall, declare:

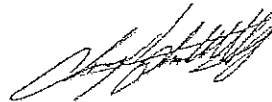
1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the parties identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

2. I am the Executive Director for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.

4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged Violator will be able to establish any of the affirmative defenses set forth in the statute.

5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.



Dated: December 19, 2011

Chris Heptinstall

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742

On December 19, 2011, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; "THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY"** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Current President or CEO
Product Partners, LLC
3301 Exposition Blvd
Santa Monica, CA – 90404

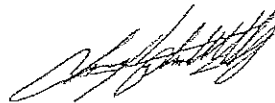
Agent for Service of Process:
C T CORPORATION SYSTEM
2700 LAKE COOK RD
RIVERWOODS IL 60015

On December 19, 2011, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, CA 94612-0550

On December 19, 2011, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties **on the Service List attached hereto**, and depositing it with the U.S. Postal Service for delivery by Priority Mail.

Executed on December 19, 2011, in Fort Oglethorpe, Georgia.



Chris Heptinstall

Service List

District Attorney, Alameda County
1225 Fallon Street, Room 900
Oakland, CA 94612

District Attorney, Alpine County
P.O. Box 248
Markleeville, CA 96120

District Attorney, Amador County
708 Court Street, #202
Jackson, CA 95642

District Attorney, Butte County
25 County Center Drive
Oroville, CA 95965

District Attorney, Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney, Colusa County
547 Market Street
Colusa, CA 95932

District Attorney, Contra Costa County
900 Ward Street
Martinez, CA 94553

District Attorney, Del Norte County
450 H Street, Ste. 171
Crescent City, CA 95531

District Attorney, El Dorado County
515 Main Street
Placerville, CA 95667

District Attorney, Fresno County
2220 Tulare Street, #1000
Fresno, CA 93721

District Attorney, Glenn County
Post Office Box 430
Willows, CA 95988

District Attorney, Humboldt County
825 5th Street
Eureka, CA 95501

District Attorney, Imperial County
939 West Main Street, Ste 102
El Centro, CA 92243

District Attorney, Inyo County
230 W. Line Street
Bishop, CA 93514

District Attorney, Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney, Kings County
1400 West Lacey Boulevard
Hanford, CA 93230

District Attorney, Lake County
255 N. Forbes Street
Lakeport, CA 95453

District Attorney, Lassen County
220 South Lassen Street, Ste. 8
Susanville, CA 96130

District Attorney, Los Angeles County
210 West Temple Street, Rm 345
Los Angeles, CA 90012

District Attorney, Madera County
209 West Yosemite Avenue
Madera, CA 93637

District Attorney, Marin County
3501 Civic Center, Room 130
San Rafael, CA 94903

District Attorney, Mariposa County
Post Office Box 730
Mariposa, CA 95338

District Attorney, Mendocino County
Post Office Box 1000
Ukiah, CA 95482

District Attorney, Merced County
2222 M Street
Merced, CA 95340

District Attorney, Modoc County
204 S Court Street, Room 202
Alturas, CA 96101-4020

District Attorney, Mono County
Post Office Box 617
Bridgeport, CA 93517

District Attorney, Monterey County
230 Church Street, Bldg 2
Salinas, CA 93901

District Attorney, Napa County
931 Parkway Mall
Napa, CA 94559

District Attorney, Nevada County
110 Union Street
Nevada City, CA 95959

District Attorney, Orange County
401 Civic Center Drive West
Santa Ana, CA 92701

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

December 19, 2011

Page 7

District Attorney, Placer County
10810 Justice Center Drive, Ste 240
Roseville, CA 95678

District Attorney, Plumas County
520 Main Street, Room 404
Quincy, CA 95971

District Attorney, Riverside County
4075 Main Street, 1st Floor
Riverside, CA 92501

District Attorney, Sacramento County
901 "G" Street
Sacramento, CA 9581

District Attorney, San Benito County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney, San Bernardino County
316 N. Mountain View Avenue
San Bernardino, CA 92415-0004

District Attorney, San Diego County
330 West Broadway, Room 1300
San Diego, CA 92101

District Attorney, San Francisco County
850 Bryant Street, Room 325
San Francisco, CA 94103

District Attorney, San Joaquin County
Post Office Box 990
Stockton, CA 95201

District Attorney, San Luis Obispo County
1050 Monterey Street, Room 450
San Luis Obispo, CA 93408

District Attorney, San Mateo County
400 County Ctr., 3rd Floor
Redwood City, CA 94063

District Attorney, Santa Barbara County
1105 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney, Santa Clara County
70 West Hedding Street
San Jose, CA 95110

District Attorney, Santa Cruz County
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney, Shasta County
1525 Court Street, Third Floor
Redding, CA 96001-1632

District Attorney, Sierra County
PO Box 457
Downieville, CA 95936

District Attorney, Siskiyou County
Post Office Box 986
Yreka, CA 96097

District Attorney, Solano County
675 Texas Street, Ste 4500
Fairfield, CA 94533

District Attorney, Sonoma County
600 Administration Drive, Room 212J
Santa Rosa, CA 95403

District Attorney, Stanislaus County
832 12th Street, Ste 300
Modesto, CA 95353

District Attorney, Sutter County
446 Second Street
Yuba City, CA 95991

District Attorney, Tehama County
Post Office Box 519
Red Bluff, CA 96080

District Attorney, Trinity County
Post Office Box 310
Weaverville, CA 96093

District Attorney, Tulare County
221 S. Mooney Avenue, Room 224
Visalia, CA 93291

District Attorney, Tuolumne County
423 N. Washington Street
Sonora, CA 95370

District Attorney, Ventura County
800 South Victoria Avenue
Ventura, CA 93009

District Attorney, Yolo County
301 2nd Street
Woodland, CA 95695

District Attorney, Yuba County
215 Fifth Street
Marysville, CA 95901

Los Angeles City Attorney's Office
City Hall East
200 N. Main Street, Rm 800
Los Angeles, CA 90012

San Diego City Attorney's Office
1200 3rd Avenue, Ste 1620
San Diego, CA 92101

San Francisco City Attorney's Office
City Hall, Room 234
1 Drive Carlton B Goodlett Place
San Francisco, CA 94102

San Jose City Attorney's Office
200 East Santa Clara Street
San Jose, CA 95113



Environmental Research Center

3111 Camino Del Rio North, Suite 400

San Diego, CA 92108

619-500-3090

June 19, 2012

NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 *ET SEQ.* (PROPOSITION 65)

Dear Alleged Violator and the Appropriate Public Enforcement Agencies:

I am the Executive Director of the Environmental Research Center (“ERC”). ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violators identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violators and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is an attachment with the copy of this letter served to the alleged Violator identified below.

Alleged Violator. The name of the companies covered by this notice that violated Proposition 65 (hereinafter “the Violators”) are:

Product Partners, LLC
Beachbody, LLC

Consumer Products and Listed Chemicals. The products that are the subject of this notice and the chemical in that product identified as exceeding allowable levels are:

Beachbody LLC The Ultimate Reset Complete Kit - Lead

Beachbody LLC The Ultimate Reset Maintenance Kit HD - Lead

Beachbody LLC Beachbody Ultimate Vegan Shakeology Tropical Strawberry - Lead

Beachbody LLC Beachbody Ultimate Reset Detox -- Lead

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred and may continue to occur through inhalation and/or dermal contact.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least June 19, 2009, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violators violated Proposition 65 because it failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violators to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; and (2) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as an expensive and time consuming litigation.

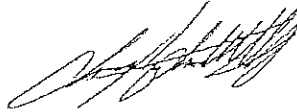
Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

June 19, 2012

Page 3

My contact information is listed above, however, please direct all questions concerning this notice to ERC's counsel, Gideon Kracov, Esq., at 801 S. Grand Ave., 11th Floor, Los Angeles, CA 90017, phone number 213-629-2071.

Sincerely,



Chris Heptinstall
Executive Director
Environmental Research Center

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Product Partners, LLC, Beachbody, LLC and its Registered Agent for Service of Process only)

Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by Product Partners, LLC and Beachbody, LLC

I, Chris Heptinstall, declare:

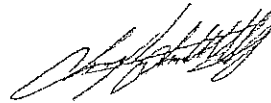
1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the parties identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

2. I am the Executive Director for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.

4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged Violator will be able to establish any of the affirmative defenses set forth in the statute.

5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.



Dated: June 19, 2012

Chris Heptinstall

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On June 19, 2012, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; "THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY"** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current President or CEO
Product Partners, LLC
3301 Exposition Blvd
Santa Monica, CA 90404

Agent for Service of Process:
C T CORPORATION SYSTEM
2700 LAKE COOK RD
RIVERWOODS IL 60015

Beachbody, LLC
3301 Exposition Blvd., 3rd Floor
Santa Monica, CA 90404

On June 19, 2012, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, CA 94612-0550

On June 19, 2012, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it with the U.S. Postal Service with the postage fully prepaid for delivery by Priority Mail.

Executed on June 19, 2012, in Fort Oglethorpe, Georgia.



Amber Schaub

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

June 19, 2012

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Service List

District Attorney, Alameda County 1225 Fallon Street, Room 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 18000 Los Angeles, CA 90012	District Attorney, San Diego County 330 West Broadway, Room 1300 San Diego, CA 92101	District Attorney, Tuolumne County 423 N. Washington Street Sonora, CA 95370
District Attorney, Alpine County P.O. Box 248 Markleeville, CA 96120	District Attorney, Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney, San Francisco County 850 Bryant Street, Room 322 San Francisco, CA 94103	District Attorney, Ventura County 800 South Victoria Avenue Ventura, CA 93009
District Attorney, Amador County 708 Court Street, #202 Jackson, CA 95642	District Attorney, Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903	District Attorney, San Joaquin County Post Office Box 990 Stockton, CA 95201	District Attorney, Yolo County 301 2 nd Street Woodland, CA 95695
District Attorney, Butte County 25 County Center Drive Oroville, CA 95965	District Attorney, Mariposa County Post Office Box 730 Mariposa, CA 95338	District Attorney, San Luis Obispo County 1035 Palm St, Room 450 San Luis Obispo, CA 93408	District Attorney, Yuba County 215 Fifth Street, Suite 152 Marysville, CA 95901
District Attorney, Calaveras County 891 Mountain Ranch Road San Andreas, CA 95249	District Attorney, Mendocino County Post Office Box 1000 Ukiah, CA 95482	District Attorney, San Mateo County 400 County Ctr., 3 rd Floor Redwood City, CA 94063	Los Angeles City Attorney's Office City Hall East 200 N. Main Street, Rm 800 Los Angeles, CA 90012
District Attorney, Colusa County 547 Market Street Colusa, CA 95932	District Attorney, Merced County 2222 M Street Merced, CA 95340	District Attorney, Santa Barbara County 1112 Santa Barbara Street Santa Barbara, CA 93101	San Diego City Attorney's Office 1200 3 rd Avenue, Ste 1620 San Diego, CA 92101
District Attorney, Contra Costa County 900 Ward Street Martinez, CA 94553	District Attorney, Modoc County 204 S Court Street, Room 202 Alturas, CA 96101-4020	District Attorney, Santa Clara County 70 West Hedding Street San Jose, CA 95110	San Francisco City Attorney's Office City Hall, Room 234 1 Drive Carlton B Goodlett Place San Francisco, CA 94102
District Attorney, Del Norte County 450 H Street, Ste. 171 Crescent City, CA 95531	District Attorney, Mono County Post Office Box 617 Bridgeport, CA 93517	District Attorney, Santa Cruz County 701 Ocean Street, Room 200 Santa Cruz, CA 95060	San Jose City Attorney's Office 200 East Santa Clara Street, 16 th Floor San Jose, CA 95113
District Attorney, El Dorado County 515 Main Street Placerville, CA 95667	District Attorney, Monterey County Post Office Box 1131 Salinas, CA 93902	District Attorney, Shasta County 1355 West Street Redding, CA 96001	
District Attorney, Fresno County 2220 Tulare Street, #1000 Fresno, CA 93721	District Attorney, Napa County 931 Parkway Mall Napa, CA 94559	District Attorney, Sierra County PO Box 457 Downieville, CA 95936	
District Attorney, Glenn County Post Office Box 430 Willows, CA 95988	District Attorney, Nevada County 110 Union Street Nevada City, CA 95959	District Attorney, Siskiyou County Post Office Box 986 Yreka, CA 96097	
District Attorney, Humboldt County 825 5th Street Eureka, CA 95501	District Attorney, Orange County 401 Civic Center Drive West Santa Ana, CA 92701	District Attorney, Solano County 675 Texas Street, Ste 4500 Fairfield, CA 94533	
District Attorney, Imperial County 940 West Main Street, Ste 102 El Centro, CA 92243	District Attorney, Placer County 10810 Justice Center Drive, Ste 240 Roseville, CA 95678	District Attorney, Sonoma County 600 Administration Drive, Room 212J Santa Rosa, CA 95403	
District Attorney, Inyo County 230 W. Line Street Bishop, CA 93514	District Attorney, Plumas County 520 Main Street, Room 404 Quincy, CA 95971	District Attorney, Stanislaus County 832 12 th Street, Ste 300 Modesto, CA 95354	
District Attorney, Kern County 1215 Truxtun Avenue Bakersfield, CA 93301	District Attorney, Riverside County 3960 Orange Street Riverside, CA 92501	District Attorney, Sutter County 446 Second Street Yuba City, CA 95991	
District Attorney, Kings County 1400 West Lacey Boulevard Hanford, CA 93230	District Attorney, Sacramento County 901 "G" Street Sacramento, CA 95814	District Attorney, Tehama County Post Office Box 519 Red Bluff, CA 96080	
District Attorney, Lake County 255 N. Forbes Street Lakeport, CA 95453	District Attorney, San Benito County 419 Fourth Street, 2 nd Floor Hollister, CA 95023	District Attorney, Trinity County Post Office Box 310 Weaverville, CA 96093	
District Attorney, Lassen County 220 South Lassen Street, Ste. 8 Susanville, CA 96130	District Attorney, San Bernardino County 316 N. Mountain View Avenue San Bernardino, CA 92415-0004	District Attorney, Tulare County 221 S. Mooney Avenue, Room 224 Visalia, CA 93291	

EXHIBIT B

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Environmental Research Center

3111 Camino Del Rio North, Suite 400

San Diego, CA 92108

619-500-3090

May 17, 2013

NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 *ET SEQ.* (PROPOSITION 65)

Dear Alleged Violator and the Appropriate Public Enforcement Agencies:

I am the Executive Director of the Environmental Research Center ("ERC"). ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violators identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violators and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is an attachment with the copy of this letter served to the alleged Violator identified below.

Alleged Violator. The name of the companies covered by this notice that violated Proposition 65 (hereinafter "the Violators") are:

Product Partners, LLC
Beachbody, LLC

Consumer Products and Listed Chemicals. The products that are the subject of this notice and the chemical in that product identified as exceeding allowable levels are:

- P90X Café Mocha Protein Bar - Lead
- P90X Chocolate Fudge Protein Bar - Lead
- P90X Chocolate Peanut Butter Protein Bar - Lead
- P90X Wild Berry Yogurt Protein Bar - Lead
- Vanilla Whey Protein Powder - Lead
- Chocolate Whey Protein Powder - Lead
- Joint Support Supplement - Lead
- Vanilla Meal Replacement Shake - Lead
- Chocolate Meal Replacement Shake - Lead
- Herbal Immune Boost – Lead
- Vanilla 2-Day Fast Formula PWD – Lead
- Chocolate 2-Day Fast – Lead
- Core Cal-Mag - Lead
- Peak Health Formula Capsule – Lead
- Energy and Endurance Lemon Lime - Lead
- Fuel Shot - Lead
- Chocolate Vegan Shakeology - Lead

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred and may continue to occur through inhalation and/or dermal contact.

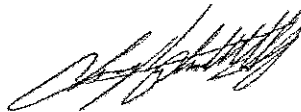
Approximate Time Period of Violations: Ongoing violations have occurred every day since at least June 19, 2009, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are

provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violators violated Proposition 65 because it failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violators to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; and (2) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as an expensive and time consuming litigation.

Please direct all questions concerning this notice to ERC's counsel, Gideon Kracov, Esq., at 801 S. Grand Ave., 11th Floor, Los Angeles, CA 90017, phone number 213-629-2071.

Sincerely,



Chris Heptinstall
Executive Director
Environmental Research Center

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Product Partners, LLC, Beachbody, LLC and its Registered Agent for Service of Process only)

Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by Product Partners, LLC and Beachbody, LLC

I, Chris Heptinstall, declare:

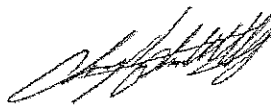
1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the parties identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

2. I am the Executive Director for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.

4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged Violator will be able to establish any of the affirmative defenses set forth in the statute.

5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.



Dated: May 17, 2013

Chris Heptinstall

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On May 17, 2013, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; "THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY"** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current President or CEO
Product Partners, LLC
3301 Exposition Blvd
Santa Monica, CA 90404

Agent for Service of Process:
C T CORPORATION SYSTEM
2700 LAKE COOK RD
RIVERWOODS IL 60015


Current President or CEO
Beachbody, LLC
3301 Exposition Blvd., 3rd Floor
Santa Monica, CA 90404

On May 17, 2013, I electronically served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following party by uploading a true and correct copy thereof on the California Attorney General's website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice> :

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Oakland, CA 94612-0550

On May 17, 2013, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by First Class mail.

Executed on May 17, 2013, in Fort Oglethorpe, Georgia.



Rebecca Turner-Smith

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

May 17, 2013

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Service List

District Attorney, Alameda County 1225 Fallon Street, Suite 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 18000 Los Angeles, CA 90012	District Attorney, San Diego County 330 West Broadway, Suite 1300 San Diego, CA 92101	District Attorney, Tuolumne County 423 N. Washington Street Sonora, CA 95370
District Attorney, Alpine County P.O. Box 248 Markleeville, CA 96120	District Attorney, Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney, San Francisco County 850 Bryant Street, Suite 322 San Francisco, CA 94103	District Attorney, Ventura County 800 South Victoria Ave, Suite 314 Ventura, CA 93009
District Attorney, Amador County 708 Court Street, Suite 202 Jackson, CA 95642	District Attorney, Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903	District Attorney, San Joaquin County 222 E. Weber Ave. Rm. 202 Stockton, CA 95202	District Attorney, Yolo County 301 2 nd Street Woodland, CA 95695
District Attorney, Butte County 25 County Center Drive, Suite 245 Oroville, CA 95965	District Attorney, Mariposa County Post Office Box 730 Mariposa, CA 95338	District Attorney, San Luis Obispo County 1035 Palm St, Room 450 San Luis Obispo, CA 93408	District Attorney, Yuba County 215 Fifth Street, Suite 152 Marysville, CA 95901
District Attorney, Calaveras County 891 Mountain Ranch Road San Andreas, CA 95249	District Attorney, Mendocino County Post Office Box 1000 Ukiah, CA 95482	District Attorney, San Mateo County 400 County Ctr., 3 rd Floor Redwood City, CA 94063	Los Angeles City Attorney's Office City Hall East 200 N. Main Street, Suite 800 Los Angeles, CA 90012
District Attorney, Colusa County 346 Fifth Street Suite 101 Colusa, CA 95932	District Attorney, Merced County 550 W. Main Street Merced, CA 95340	District Attorney, Santa Barbara County 1112 Santa Barbara Street Santa Barbara, CA 93101	San Diego City Attorney's Office 1200 3rd Avenue, Ste 1620 San Diego, CA 92101
District Attorney, Contra Costa County 900 Ward Street Martinez, CA 94553	District Attorney, Modoc County 204 S Court Street, Room 202 Alturas, CA 96101-4020	District Attorney, Santa Clara County 70 West Hedding Street San Jose, CA 95110	San Francisco, City Attorney City Hall, Room 234 1 Dr Carlton B Goodlett PL San Francisco, CA 94102
District Attorney, Del Norte County 450 H Street, Room 171 Crescent City, CA 95531	District Attorney, Mono County Post Office Box 617 Bridgeport, CA 93517	District Attorney, Santa Cruz County 701 Ocean Street, Room 200 Santa Cruz, CA 95060	San Jose City Attorney's Office 200 East Santa Clara Street, 16 th Floor San Jose, CA 95113
District Attorney, El Dorado County 515 Main Street Placerville, CA 95667	District Attorney, Monterey County Post Office Box 1131 Salinas, CA 93902	District Attorney, Shasta County 1355 West Street Redding, CA 96001	
District Attorney, Fresno County 2220 Tulare Street, Suite 1000 Fresno, CA 93721	District Attorney, Napa County 931 Parkway Mall Napa, CA 94559	District Attorney, Sierra County PO Box 457 Downieville, CA 95936	
District Attorney, Glenn County Post Office Box 430 Willows, CA 95988	District Attorney, Nevada County 110 Union Street Nevada City, CA 95959	District Attorney, Siskiyou County Post Office Box 986 Yreka, CA 96097	
District Attorney, Humboldt County 825 5th Street 4 th Floor Eureka, CA 95501	District Attorney, Orange County 401 West Civic Center Drive Santa Ana, CA 92701	District Attorney, Solano County 675 Texas Street, Ste 4500 Fairfield, CA 94533	
District Attorney, Imperial County 940 West Main Street, Ste 102 El Centro, CA 92243	District Attorney, Placer County 10810 Justice Center Drive, Ste 240 Roseville, CA 95678	District Attorney, Sonoma County 600 Administration Drive, Room 212J Santa Rosa, CA 95403	
District Attorney, Inyo County 230 W. Line Street Bishop, CA 93514	District Attorney, Plumas County 520 Main Street, Room 404 Quincy, CA 95971	District Attorney, Stanislaus County 832 12 th Street, Ste 300 Modesto, CA 95354	
District Attorney, Kern County 1215 Truxtun Avenue Bakersfield, CA 93301	District Attorney, Riverside County 3960 Orange Street Riverside, CA 92501	District Attorney, Sutter County 446 Second Street Yuba City, CA 95991	
District Attorney, Kings County 1400 West Lacey Boulevard Hanford, CA 93230	District Attorney, Sacramento County 901 "G" Street Sacramento, CA 95814	District Attorney, Tehama County Post Office Box 519 Red Bluff, CA 96080	
District Attorney, Lake County 255 N. Forbes Street Lakeport, CA 95453	District Attorney, San Benito County 419 Fourth Street, 2 nd Floor Hollister, CA 95023	District Attorney, Trinity County Post Office Box 310 Weaverville, CA 96093	
District Attorney, Lassen County 220 South Lassen Street, Ste. 8 Susanville, CA 96130	District Attorney, San Bernardino County 316 N. Mountain View Avenue San Bernardino, CA 92415-0004	District Attorney, Tulare County 221 S. Mooney Blvd., Room 224 Visalia, CA 93291	

EXHIBIT C

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PROPOSITION 65 WARNING:

This product contains lead and other chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

PROOF OF SERVICE

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I, Gideon Kracov, being duly sworn, deposes and says:

I am a citizen of the United States and work in Los Angeles County, California. I am over the age of eighteen years and am not a party to the within entitled action. My business address is: 801 S. Grand Ave., 11th Fl., LA, CA 90017. On 5/24, 2013, the person identified below was served with the following documents:

COMPLAINT; CIVIL CASE COVER SHEET AND ADDENDUM, SUMMONS, NOTICE OF ASSIGNMENT AND FORM STIOPULATIONS; PROPOSED CONSENT JUDGMENT; MOTION TO APPROVE CONSENT JUDGMENT/KRACOV/HEPTINSTALL DECLS; ORDER RE SAME

The documents were served on:

James Robert Maxwell, Esq
Rogers Joseph O'Donnell
311 California Street
San Francisco, CA 94104

X by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, in the United States Post Office mail box at 801 S. Grand Ave., Los Angeles, California, addressed as set forth above. I am readily familiar with my firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on the same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date of postage meter date is more than 1 day after date of deposit for mailing in affidavit.

I declare under penalty of perjury, according to the laws of the State of California, that the foregoing is true and correct.

Executed this 5/24, 2013 at Los Angeles, California.



Gideon Kracov